

A RESOLUTION BY

[Handwritten signatures: C. T. Martin, Michael D. [unclear], and Day [unclear]]

To authorize the Mayor to execute a second renewal and amendment to the lease agreement with Trinity Properties/Grant Ltd., L.P., Landlord for the lease of office space in the Grant Building at 44 Broad Street for the office of the Municipal Court Public Defender and for all other purposes.

WHEREAS, the City of Atlanta currently leases office space for the Office of the Public Defender at the Grant Building located at 44 Broad Street, N.E.

WHEREAS, Municipal Court Public Defender desires to exercise its option to renew this lease; and

WHEREAS, the Bureau of General Services recommends and the Bureau of Purchasing and Real Estate approves of the lease renewal.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to enter into an appropriate lease renewal agreement with Trinity Properties/Grant Ltd., L.P. Landlord for lease of 12,194 square feet of office space with certain tenant improvements in the Grant Building located at 44 Broad Street, N.E., for use as the offices of the Municipal Court Public Defender.

Be it further resolved that the term of said lease agreement shall be for one (1) year to commence on January 1, 2001 and to end on December 31, 2001, with the City's option of renewing the lease for five (5) additional terms of one (1) year.

Be it further resolved that the City shall have a first right of refusal of the contiguous offices on the Ninth Floor for potential expansion by the Municipal Court Public Defender's office, at the current rent per square foot.

Be it further resolved that Public Defender's Office Lease is hereby modified and amended to provide that commencing on January 1, 2001, the Annual Base Rent, payable under the lease for the premises shall be One Hundred Eighty-Five Thousand Two Hundred Twenty-Six and 86/100 Dollars (\$185,226.86) payable in equal monthly installments of Fifteen Thousand Four Hundred Thirty-Five and 57/100 Dollars (\$15,435.57). Said rental payments shall be charged to and paid from fund center and account number 1A01 725001 S13001.

Be it further resolved that the Landlord shall provide a discount for the Fourth year's rental in the following manner. If Tenant shall pay the entire year rental in advance at the time the Lease is signed or not later than January 1, 2001, the Landlord shall discount that rental from \$15.19/RSF to \$14.47/ RSF for an annual rental of \$176,447.18, discounted from \$185,226.86. In the event Tenant shall prepay the entire rental no later than March 1, 2001, the Landlord shall discount the annual rental rate to \$14.83/RSF for an annual rent of \$180,837.02. In any event, the rental rate on which the escalation for 2001 is based shall be \$15.19/RSF.

Be it further resolved that the Municipal Court Public Defenders lease is hereby modified and amended to provide that commencing January 1, 2001, it will take an "as is" condition, additional space (storage space) consisting of 552 usable square feet in the Grant Building known as Room #26.

Be it further resolved that the Municipal Court Public Defender's lease is hereby modified and amended to provide that commencing on January 1, 2001, the rental rate for the storage space shall be \$191.84 per month or \$2,302.02 per annum (4.41 X 552 usable square feet/RSF equals \$2,302.02. Such rental shall be payable in advance. If the full years rental is paid by December 31, 2000, it shall be \$2,192.40, if paid after December 31, 2000 but before March 1, 2001, it shall be \$2,247.21.

Be it further resolved that the rental for the original premises, expansion premises, expansions premises and storage area shall be \$178,639.58 if paid before January 1, 2001 and \$183,084.23 if paid before March 1, 2001, otherwise it shall revert to the regular rental schedule of \$187,528.88.

Be it further resolved that if, in the opinion of the Chief Financial Officer, it is in the best interests of the City to pay the prepay annual rent for the original premises, expansions premises and storage area for the 2001 term, before January 1, 2001 at the discounted rate offered by the Trinity Properties/Grant Ltd., L.P. Landlord, of \$14.47 per square foot per year, in an amount not to exceed \$178,639.58 per year, said rent shall be charged to and paid from fund center and account number 1A01 725001 S13001.

Alternately, **be it further resolved that if**, in the opinion of the Chief Financial Officer, it is in the best interests of the City to prepay the annual rent for the original premises, expansion premises and storage area for the 2001 term on March 1, 2001, at the discounted rate offered by the Trinity Properties/Grant Ltd., L.P., Landlord, of \$14.83/RSF per square foot per year, in an amount not to exceed \$183,084.23 per year, said rental shall be charged to and paid from fund center and account number 1A01 725001 S13001.

Be it further resolved that the City Attorney be and is hereby directed to prepare an appropriate agreement for execution by the Mayor or his designee, to be approved as to form by the City Attorney.

Be it further resolved that the City of Atlanta shall incur no liability until such contract has been executed by the Mayor or his designee and delivered to the contracting party.

Be it further resolved that all Resolutions in conflict herewith are hereby rescinded.

**Fourth Amendment to the Lease
Between
The City of Atlanta, Office of the
Public Defender, Tenant
and
Trinity Properties/Grant Ltd., L.P., Landlord**

This Amendment to the Lease ("Fourth Amendment") is made and entered on this ____ day of _____, 2000 by and between TRINITY PROPERTIES/GRANT LTD., L.P., a Georgia limited partnership, by and through its General Partner, TRINITY PROPERTIES, INC., a corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as "Landlord," and the City of Atlanta Office of the Public Defender, "Tenant."

WHEREAS, Landlord is the owner of the real property located at 44 Broad Street, N.W., Atlanta, Fulton County, Georgia, generally known as THE GRANT BUILDING;

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated December 24th, 1996 (the "Lease") whereby the Landlord lease to Tenant certain premises consisting of approximately 9,784 rentable square feet of office space known as Suite 900/905 and termed the original Premises located in THE GRANT BUILDING, 44 Broad Street, N.W., Atlanta, Georgia;

WHEREAS, Landlord and Tenant entered into a First Amendment to the Lease setting forth the rental rate for 1998 and declining Tenant's right to terminate the automatic Lease renewal for 1998;

WHEREAS, Landlord and Tenant entered into the Second Amendment dated December 29, 1988 in which the original Premises were expanded to 10,141 RSF, storage space of 522 USF was rented, new rent was established and Tenant's right to terminate the automatic Lease renewal for 1999 was declined;

WHEREAS, Landlord and Tenant entered into the Third Amendment to the Lease in which the Premises remained 11,511 RSF, new rent was established and Tenant's right to terminate the automatic Lease renewal for 2000 was declined;

WHEREAS, Tenant declines to terminate the automatic Lease renewal for 2001;

WHEREAS, Landlord and Tenant mutually desire to expand the Premises to 12,194 RSF and amend certain terms and conditions of the Lease as set forth herein;

NOW THEREFORE, in consideration of the premises set forth above, and the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Original Premises:

- A. Renewal Term (Original Premises). Tenant expressly declines its right to terminate the automatic renewal of its Lease and hereby affirmatively renews its Lease for the year beginning January 1, 2001 and ending December 31, 2001.
- B. Premises. The Premises, is hereby expanded to 12,194 RSF.
- C. Rent (Original Premises). The Lease is hereby modified and amended to provide that commencing on January 1, 2001, the annual Base Rent payable under the Lease for the entire Premises shall be One Hundred Eighty-five Thousand, Two Hundred Twenty-six and 86/100 Dollars (\$185,226.86), payable in equal monthly installments of Fifteen Thousand, Four Hundred Thirty-five and 57/100 Dollars (\$15,435.57).
- D. Tenant Improvements. Tenant accepts Original Premises "as is", and the newly Leased space shall be improved by the Landlord at no cost to the Tenant. As is set forth on Exhibit 4-1, which is attached hereto and made a part hereof.

- E. Rental Discount (Original Premises). Landlord shall provide a discount for the annual rental for the Original Premises in the following manner: if Tenant shall pay the entire year rental in advance, at the time the Fourth Amendment is signed, but not later than December 31, 2000, the Landlord shall discount that rental from \$15.19 RSF to \$14.47 RSF with the resultant annual rental of \$176,447.18, discounted from \$185,226.86. In the event the Tenant shall prepay the entire rental after December 31, 2000 but not later than March 1, 2001, the Landlord shall discount the annual rental rate to \$14.83 RSF or \$180,837.02 in annual rent. In any event, the rental rate on which the escalation for 2002 is based shall be \$15.19 RSF.

II. Storage Space:

- A. Storage Space. Landlord continues to rent to Tenant, and Tenant hereby takes from Landlord, that certain area ("the Storage Space") consisting of approximately 552 usable square feet of space in The Grant Building ("the Building") located at 44 Broad Street, N.W., Atlanta, Georgia 30303, known as Room #26. Tenant hereby accepts the Storage Space in "as is" condition.
- B. Term. The term of this Agreement for storage space shall commence on January 1, 2001, and shall terminate on December 31, 2001.
- C. Rental. Tenant shall pay rental at the annual rate of \$4.41 USF for the Storage Space in the amount of \$191.84 per month for Room #26 or \$2,302.02 per annum (\$4.41 x 522 USF = \$2,302.02). Such rental shall be payable, in advance, on or before the first day of each month during the term of this Agreement, at the address of Landlord set forth below or such other address as may be specified by Landlord from time to time.
- D. Maintenance. During the time of this Agreement, Tenant shall maintain the Storage Space, at Tenant's sole cost and expense. At the end of the term, Tenant shall surrender the Storage Space in good, broom clean condition, in the same condition as when it was leased, reasonable wear and tear excepted.
- E. Assignment. Tenant shall not assign or sublet all or any portion of the Storage Space without the prior written consent of Landlord, which may be withheld in Landlord's sole absolute discretion.
- F. Escalation. The rental shall escalate at five percent (5%) per annum.
- G. Disclosure. This space may have some water in it from time to time.
- H. Discounted Rental. If the full year's rental is paid by December 31, 2000, it shall be \$2,192.40; if paid after December 31, 2000 but not later than March 1, 2001, it shall be \$2,247.21. In any event, the rental rate on which the escalation for 2002 is based shall be \$4.41 USF.

III. Grand Total Rental for 2001:

The renewal rental for the Original Premises and Storage Space shall be \$178,639.58 if paid before January 1, 2001, and \$183,084.23 if paid after December 31, 2000 but before March 1, 2001 as shown below, otherwise it shall revert to the regular rental schedule, with no discount. This regular rental schedule for the Original Premises and Storage Space shall be \$187,528.88.

	If Paid Before:		Regular Rental Schedule
	January 1, 2001	March 1, 2001	
Original Premises	\$176,447.18	\$180,837.02	\$185,226.86
Storage Space	\$ 2,192.40	\$ 2,247.21	\$ 2,302.02
	\$178,639.58	\$183,084.23	\$187,528.88

IV. Entire Agreement:

- A. Entire Agreement. This Amendment contains the entire agreement by, between and among the parties relating to the subject matter hereof and supersedes all prior negotiations and agreements relating thereto.
- B. Lease in Effect. Except as expressly modified and amended hereby, all terms and conditions of the Lease and the First, Second and Third Amendments to Lease shall remain in full force and effect and the Lease, as modified and amended hereby, is hereby ratified and confirmed by Landlord and Tenant.
- C. Broker's Disclosure. Meridian Property Group, Ltd. represented the Landlord in the transaction and did not represent the Tenant in this transaction. Meridian Property Group, Ltd. shall receive a fee as set forth in the Original Lease.

IN WITNESS WHEREOF, the parties hereto executed this Third Amendment as of the date and year first above written.

LANDLORD:
Trinity Properties/Grant Ltd., L.P.

By: _____

Name: _____

Title: _____

Date: _____

TENANT:
Mayor of the City of Atlanta

Name: _____

Date: _____

LANDLORD'S AGENT:
Meridian Property Group, Ltd.

By: _____

Name: _____

Title: _____

Date: _____

RECOMMENDED:
Commission Administration Services

Name: _____

Date: _____

APPROVED:
Assistant City Attorney

Name: _____

Date: _____

APPROVED:
Chief of Staff

Name: _____

Date: _____

APPROVED:
Director, Bureau of Purchasing and Real Estate

Name: _____

Date: _____

APPROVED:
Chief Financial Officer

Name: _____

Date: _____

APPROVED:
Clerk of Council

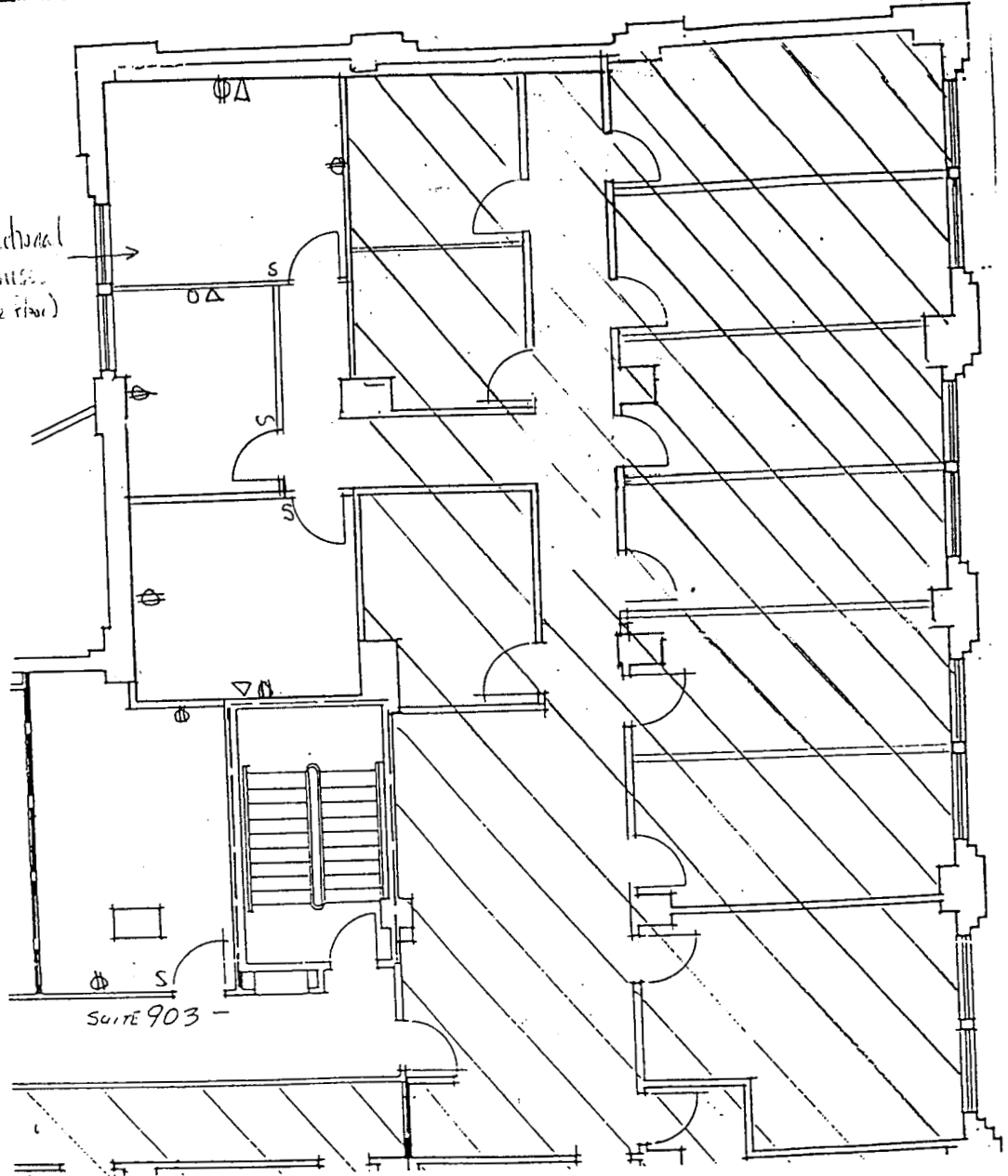
Name: _____

Date: _____

Exhibit 4-1

Landlord shall build the walls, paint, carpet
in a color scheme like the existing Premises.

Additional
Premises
(Whole floor)



THE GRANT BUILDING
44 BROAD ST ATLANTA GA 30303

SUITE 903
683 RSF

LEASING AND MANAGEMENT

MERIDIAN PROPERTY GROUP, LTD.

SUITE 510 44 BROAD ST. ATLANTA, GA 30303

FAX 404/222-9722 meridianproperty@mindspring.com PH 404/622-4111

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SUITE